

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 83

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT FOR SOLID WASTE, RECYCLABLES, AND GREEN WASTE/FOOD WASTE COLLECTION, PROCESSING, AND DISPOSAL SERVICES BY AND BETWEEN THE CITY OF FAIRFIELD AND REPUBLIC SERVICES, INC. AND AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE CITY OF FAIRFIELD AND REPUBLIC SERVICES, INC. FOR APPROXIMATELY ±1.42 ACRES OF LAND LOCATED IN THE CITY OF FAIRFIELD AND CITY OF SUISUN CITY

WHEREAS, City and Collector entered into that certain Agreement For Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services ("Agreement") on or about September 6, 2011 (the "Agreement"); and

WHEREAS, collector owns and operates a storage/transfer facility (the "Existing Facility") located at the terminus of Union Avenue in downtown Fairfield, on property legally described in Exhibit A (the "SGC Downtown Property"), which property is approximately 1.42 acres in area (all or a portion of APN's 0030-314-010, 0030-314-020, 0030-314-030, 0032-032-100, 0032-032-110, 0032-032-120, 0032-032-130, 0032-032-140, 0032-032-150); and

WHEREAS, City desires to facilitate the relocation by Collector of its Existing Facility to an area outside of City's Heart of Fairfield Specific Plan Area, and to acquire fee title to the SGC Downtown Property; and

WHEREAS, pursuant to Section 10.4 of the Agreement, City caused a performance review of Collector's services to be conducted, which analyzed Collector's performance under the Agreement and identified certain areas of non-compliance, which City has requested that Collector correct; and

WHEREAS, collector has requested an increase in the length of the period of the optional extension of the term of the Agreement, as well as a modification of the rate adjustment process for the extended term (if any); and

WHEREAS, the City and SGC desire to amend the Agreement to address the relocation of the storage/transfer facility, transfer of title to the SGC Downtown Property, extend the term, and make other changes.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield Amendment No. 1 to Agreement for Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing, and Disposal Services between the City and Republic Services, Inc.

Section 2. The City Manager is hereby authorized and directed to execute a Purchase and Sale Agreement and Joint Escrow Instructions by and between the City of Fairfield and Republic Services, Inc. for approximately ±1.42 acres of land having multiple APN's located in the City of Fairfield and the City of Suisun City.

Section 3. The City Manager is hereby authorized and directed to accept the grant deed(s) for the property.

Section 4. The City Manager is hereby authorized to do all things necessary and proper to implement the above-mentioned agreements.

PASSED AND ADOPTED this 19th day of April 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOYA/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moya

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Pua
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

**AGREEMENT OF PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into by and between CITY OF FAIRFIELD ("**Buyer**"), and SOLANO GARBAGE COMPANY, a California corporation ("**Seller**"), with reference and respect to the "Recitals" set forth below. Buyer and Seller are sometimes individually referred to herein as "**Party**" and collectively as "**Parties.**" This Agreement shall be effective ("**Effective Date**") as of April 26, 2016.

RECITALS

This Agreement is entered into with reference to the following facts:

A. The Seller owns the fee interest in that certain real property (the "**Real Property**") located partly in the City of Fairfield and partly in Suisun City, County of Solano, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such real property together with all improvements located thereon and the Appurtenances, as defined in Section 1.1.4, is referred to herein as the "**Property**"). The Buyer wishes to acquire fee title to the Property from the Seller.

B. The Parties have entered into that certain Amendment to Agreement for Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services of substantially even date wherewith (the "**Amendment**"). Pursuant to the Amendment, Seller is granted an extension of the term of the Agreement for Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services dated September 6, 2011 conditioned, among other things, on the Parties entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereto do hereby agree as follows:

TERMS/AGREEMENT

1. **PURCHASE AND SALE.**

1.1 **Property.** Seller agrees to sell the Property upon and subject to the terms and conditions set forth herein.

1.2 **Purchase Price.** The total purchase price for the Property is the sum of Ten Dollars (\$10.00) ("**Purchase Price**").

1.3 **Payment of Purchase Price.** At the Closing (defined below), Buyer shall pay to Seller through Escrow (also defined below) the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer.

1.4 Appurtenances. Appurtenances means all of Seller's right, title and interest, if any, in and to the following but only to the extent assignable by law and without the prior consent of a third party and pertaining solely to the Real Property (and not any other property owned by Seller): (a) all improvements on the Real Property as of the Close of Escrow; (b) all rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders, including, without limitation, all (i) development rights and credits, air rights, water rights, and water stock, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, and (iii) mineral, oil, gas, and other subsurface rights; (c) all documents pertaining to the Real Property provided to Buyer by or on behalf of Seller prior to the Close of Escrow.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow ("**Escrow**") for the conveyance of the Property with Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, California 94534, Attention: Laura Vierra, Senior Escrow Officer, Telephone: (707) 429-2211, Fax: (707) 429-1320, Email: lvierra@placertitle.com ("**Escrow Holder**"). For purposes of this Agreement, the Escrow shall be deemed open on the first date after the Effective Date that Escrow Holder shall have received a fully executed copy of this Agreement from Seller and Buyer ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for conveyance of the Property. Either an original or a copy of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder upon the Opening of Escrow. Buyer and Seller shall execute, deliver and be bound by any reasonable and customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. However, any such Additional Instructions must be reasonably acceptable to Seller and Buyer, and shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by both Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "**Closing**" means the closing or close of Escrow by the recordation in the Official Records of Solano County, California, of a grant deed, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference ("**Grant Deed**"), as well as the disbursement of funds and distribution of any other documents by Escrow Holder, all as described in this Agreement. Subject to the satisfaction of the conditions precedent below, Closing is to occur by March 31, 2017 ("**Closing Date**"); provided, however, that Closing may occur upon such earlier or later date as the Seller and Buyer mutually agree to in writing or as otherwise provided in this Agreement. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The City Manager of Buyer is authorized to agree to such a change in the Closing Date on behalf of Buyer. The Closing shall be conditioned upon satisfaction, or written waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition for the Closing to occur by the Closing

Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Article 6. If no (and until a) notice of termination as provided in Article 6 is received by Escrow Holder, Escrow Holder is instructed to proceed with Closing as soon as possible.

2.4 Costs of Escrow. Because of Buyer's status as a public entity, pursuant to California Revenue and Taxation Code Section 11922, no documentary transfer tax will be payable with respect to the conveyance(s) contemplated by this Agreement. Similarly, pursuant to California Government Code Section 27383, no recording fees will be payable with respect to the recording of the Grant Deed. Buyer shall pay the reasonable and customary costs of any Title Policy (defined below). Buyer shall pay the Escrow fees and any notary fees attributable to the conveyance of the Grant Deed. Buyer shall also pay the additional costs, if applicable, associated with any title endorsements requested by Buyer. Escrow Holder shall endeavor to provide an estimated Closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date.

2.5 Buyer's Conditions Precedent to Close of Escrow. The Closing and Buyer's obligation to acquire the Property and pay the Purchase Price is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions; provided, however, that the occurrence of the Closing shall not waive or release any breach of or failure to perform under this Agreement by Seller not actually known to Buyer on or prior to the Closing Date):

2.5.1 Seller shall have tendered into Escrow all payments, if any, and documents required of Seller pursuant to this Agreement.

2.5.2 Seller shall not then be in default of Seller's obligations under this Agreement.

2.5.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue any Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3 below.

2.5.4 All representations and warranties of Seller hereunder shall be true and correct as of the Effective Date and as of the Closing.

2.5.5 All property taxes and assessments attributable to the Property to the date of Closing shall have been paid by Seller before delinquency and shall be current as of the Closing; provided, however, that, to the extent the same are available, the Purchase Price proceeds may be used to make such payments.

2.5.6 Buyer shall have approved Escrow Holder's estimated Closing costs statement; such approval shall not be unreasonably withheld, conditioned or delayed.

2.5.7 Seller shall have removed all personal property from the Property and cleared the Property of all debris.

2.5.8 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as set forth in more detail in Article 4 below.

2.5.9 Seller shall have delivered to Buyer all of the documents and other items specified in Section 7.1.9.

2.6 Seller's Conditions Precedent to Close of Escrow. The Closing and Seller's obligation to convey the Property is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.6.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Buyer shall not then be in default of its obligations under this Agreement.

2.6.3 Seller shall have approved Escrow Holder's estimated Closing costs statement.

2.7 Buyer's Payments and Documents. Not less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following described funds and documents (in recordable form, as necessary or appropriate):

2.7.1 The Purchase Price.

2.7.2 Funds required to pay the Escrow fees, recording fees and notary fees attributable to the conveyance of the Property as well as the costs of any Title Policy, and the additional costs, if applicable, associated with any title endorsements requested by Buyer payable by Buyer pursuant to Section 2.4 of this Agreement.

2.7.3 Funds required to pay any additional reasonable charges customarily charged to buyers in accordance with common escrow practices in Solano County.

2.7.4 A certificate accepting the Grant Deed and consenting to recording of same.

2.7.5 Such other documents and funds required of Buyer under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations.

2.8 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following described funds and documents (in recordable form, as necessary or appropriate):

2.8.1 The fully executed and acknowledged Grant Deed.

2.8.2 A FIRPTA (Foreign Investment in Real Property Tax Act) Certificate/Non-Foreign Status Affidavit complying with Federal laws, rules and requirements and an appropriate California Form 593 (for example, Form 593-C). Buyer's failure to provide either instrument shall result in tax withholding, payment and the like in accordance with applicable laws, rules and regulations.

2.8.3 Such other documents and funds required of Seller under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations, including, without limitation, such instruments as are required in connection with the issuance of any Title Policy, such as a seller's statement, owner's affidavit, gap indemnity and the like, all in a form reasonably acceptable to Seller and consistent with this Agreement.

2.9 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.9.1 Pay, and charge Buyer and/or Seller, as appropriate, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.7 and 2.8 above. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and proceed with Closing.

2.9.2 Record the Grant Deed, as well as any other instruments, as appropriate, delivered through Escrow.

2.9.3 Disburse such other funds and deliver such other documents to the Party or Parties entitled thereto.

2.9.4 Cause any Title Policy to be issued.

2.10 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 below for notices, demands and communications between Buyer and Seller.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Closing for Buyer's benefit that the Property be subject only to the Permitted Exceptions. At, and as a condition of, Closing for Buyer's benefit, Placer Title Company (that is, Escrow Holder; "**Title Company**") shall be prepared to issue to Buyer, upon Closing, a policy of title insurance (whether a CLTA, ALTA or ALTA extended coverage policy, as determined by Buyer, the "**Title Policy**") in an amount not less than the Purchase Price, showing the Property subject only to the Permitted Exceptions. Escrow Holder shall cause Title Company to issue the Title Policy to Buyer upon the occurrence of the Closing.

3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Closing; provided, however, that, notwithstanding anything contained in this Agreement to the contrary, Seller shall be responsible and liable for all taxes and assessments that relate to any period prior to the Closing, including, without limitation, supplemental taxes which are not assessed or charged and/or which do not become due or owing until after the Closing.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (as defined in Section 3.3 below) which have been approved in writing by Buyer prior to the Closing.

3.2.5 Any other exceptions to title which are or will become subordinate to the Grant Deed as reflected in the Title Policy pursuant to subordination agreements acceptable to Buyer and the Title Company.

3.3 Title Report. Buyer shall endeavor to obtain and provide to Seller, within fifteen (15) calendar days following the Opening of Escrow or as soon as reasonably possible thereafter, a standard preliminary report from the Title Company, together with copies of the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the “**Title Report**”). In addition, Seller shall obtain and provide to Buyer, within forty-five (45) calendar days following the Opening of Escrow or as soon as reasonably possible thereafter, a survey of the Property dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional Engineer in accordance with ALTA/ACSM standards (“Survey”). Upon the Closing, Buyer shall pay to Seller one-half of the cost of the Survey. Buyer shall review the Title Report and Survey and shall, prior to the date that is forty-five (45) calendar days following receipt by Buyer of both the Title Report and Survey, notify Seller in writing (“**Title Objection Notice**”) of any matters (“**Title Defects**”) evidenced by the Title Report or the Survey that adversely affect the marketability of title to the Property. Any such matters not specified as Title Defects in the Title Objection Notice or any Title Defects waived (or deemed waived) by Buyer pursuant to the terms hereof shall be deemed Permitted Exceptions. Upon receipt of the Title Objection Notice, Seller may, but shall not be obligated to, cure such Title Defects. In the event that Seller is unwilling or unable to cure the Title Defects on or before the date that is thirty (30) calendar days following receipt by Seller of the Title Objection Notice (“**Title Cure Period**”), Buyer, at Buyer’s option, may within five (5) days thereof: (i) elect to accept title to the Property subject to the Title Defects without any adjustment to the Purchase Price (in which event the remaining Title Defects shall be deemed Permitted Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, and both Parties shall thereafter be released from all further obligations hereunder. In the event Buyer fails to elect to terminate the Agreement as provided above within such five (5)-day period, Buyer shall be deemed to have elected subsection (i) above.

4. SUITABILITY AND CONDITION OF PROPERTY.

4.1 Determination of Suitability and Approval of Environmental and Other Conditions. It is a condition precedent to Closing for Buyer's benefit that Buyer has determined that the Property is suitable for Buyer's intended use, including the absence of any Hazardous Substances (as defined in Exhibit D), as determined by Buyer in its sole discretion. Prior to the date which is one hundred and eighty (180) days following the Opening of Escrow (the "**Inspection Period**"), Buyer shall determine whether the Property is suitable and shall provide to Seller and Escrow Holder its written notice of such determination; provided, however, that any failure of Buyer to provide notice shall be deemed approval. In the event Buyer determines that the Property is suitable, such determination by Buyer shall satisfy the condition set forth in Section 2.5.9 above, but shall not alter or diminish Seller's covenants, agreements, representations and/or warranties made herein or under law, unless a representation or warranty is expressly and specifically waived in writing in whole or in part by Buyer. In the event Buyer determines that the Property is not suitable, then Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Inspections, Testing and Right of Entry. Prior to Closing, Buyer may conduct, at Buyer's sole expense, such inspections and testing of the Property, without limitation, any improvements thereon, as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use; provided, however, that Buyer shall not conduct any invasive testing of the Property without the prior written consent of Seller, which may be withheld in Seller's sole discretion. If Seller refuses to grant such consent, Buyer may terminate this Agreement as provided in Section 6.1 below. In conducting such inspections and testing, Buyer shall endeavor to minimize damage to the Property as well as any improvements thereon, and shall, in the event the Closing fails to occur as the result of a condition outside of Buyer's control, return the Property, including the improvements thereon, to its condition prior to the inspections and testing, except that Buyer shall have no responsibility or liability for returning the Property to its prior condition to the extent that any change or modification resulted from (i) reasonable wear and tear, (ii) force majeure or (iii) any other cause not within the reasonable control of Buyer, including, without limitation, the acts or omissions of any person or entity other than Buyer and/or its representatives. Seller hereby grants to Buyer and its representatives permission and a license to enter upon the Property at all reasonable times prior to the Closing Date for the purpose of conducting such inspections and testing. Buyer hereby indemnifies, defends and holds Seller harmless from and for all loss, liability, cost or expense (including, without limitation, mechanics' or materialmen's liens or claims of liens), actions and causes of action arising from or relating to Buyer's (or Buyer's authorized agents, consultants, engineers, employees, or representatives) entering upon the Property and performing such tests, studies, investigations or inspections of the Property, whether pursuant to this Section or otherwise, including, but not limited to, Buyer's failure to remove or bond any lien placed on the Property as a result of Buyer's inspections.

4.3 Environmental Studies and Other Tests. Buyer acknowledges that prior to the Closing, Buyer shall conduct any environmental tests with respect to the Property which Buyer may deem necessary or advisable, and Buyer shall rely upon such tests in electing whether or not to purchase the Property.

4.4 Condition of Property. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, AND **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND SUBJECT TO THE REPRESENTATIONS IN SECTION 7.1:**

SELLER AND BUYER AGREE THAT BUYER IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. BUYER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE FROM AND AFTER THE DATE OF CLOSING.

BUYER ACKNOWLEDGES THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER WITH RESPECT TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT BUYER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE

PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION.

SELLER AND BUYER AGREE THAT THE PROVISIONS OF THIS SECTION 4.4 SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE WITH THE GRANT DEED.

5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may be entitled to the payment of relocation expenses, payments for loss of goodwill, inverse condemnation, unlawful precondemnation conduct, and other benefits and reimbursements other than and/or in addition to those expressly provided for in this Agreement (collectively, "**Benefits**") in connection with Buyer's acquisition of the Property as well as the other matters covered herein. Seller acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of, for and with respect to the Benefits, including, without limitation, just compensation, lease bonus value, business goodwill, furniture, fixtures and equipment, precondemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages in complete settlement of all claims (known and unknown), causes of action and demands of Seller against Buyer relating solely to Buyer's purchase of the Property which is the subject of this Agreement. Consistent with the foregoing as well as Section 9.2 below, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to provide the Benefits to Seller and to compensate Seller for the purchase of the Property.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, demands, remedies and causes of action for damages, liabilities, losses, injuries, costs and/or expenses, including attorneys' fees, arising solely out of, resulting solely from or related solely to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable, except for the Buyer's obligations set forth in the Amendment referenced in Recital B.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has consulted or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

MAC
Seller's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant Deed.

5.4 Notice to Others. If Seller sells, transfers, assigns or otherwise conveys the Property or any interest in the Property, Seller shall notify the purchaser, successor, assignee or other transferee of the existence and terms of this Agreement, including, without limitation, the Grant Deed and the obligations, liabilities and duties as well as the rights and remedies of the Parties. Neither Buyer nor any other person or entity shall have any obligation, liability or duty to compensate any purchaser, successor, assignee or other transferee for the interests, rights and remedies granted to or obtained by Buyer under or pursuant to this Agreement.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. In the event Buyer elects to exercise its right to terminate this Agreement and the Escrow as provided in Section 2.3, 6.3, or 8.3, then Buyer may so terminate by giving notice, in writing, of such termination to Seller and Escrow Holder. In the event Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 2.3 or 6.2, then Seller may so terminate by giving notice, in writing, of such termination to Buyer and Escrow Holder. In either such event, the Party so terminating shall, except as otherwise expressly provided in Section 6.2 or 6.3 below, pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting the obligation of the Party so terminating or breaching, as appropriate, to pay Termination Costs as provided herein and any other obligations which expressly survive termination, shall cease and terminate.

6.2 Buyer's Breach. In the event Buyer breaches any obligation under this Agreement which Buyer is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting Buyer's obligation to pay Termination Costs and any other obligations which expressly survive termination, shall cease and terminate.

6.3 Seller's Breach. In the event Seller breaches any obligation under this Agreement which Seller is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Buyer, then Buyer may, at Buyer's option and as its sole remedy for such breach, (i) terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Seller and Escrow Holder, or (ii) initiate and prosecute an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and, upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting Seller's obligation to pay Termination Costs and any other obligations that expressly survive termination, shall cease and terminate.

6.4 Return of Funds and Documents; Release of Liability as to Escrow Holder. In the event Escrow Holder terminates this Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided herein, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents, warrants, covenants and agrees to and for the benefit of Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and Seller acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer under or pursuant to this Agreement, at or prior to the Closing, have been, or will be, duly executed and delivered by Seller and are, or will be, legal, valid and binding obligations of Seller, sufficient to convey the Property to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. Other than as is disclosed in the Title Report, to Seller's knowledge, without investigation, there are no agreements for occupancy in effect for the Property, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise adversely affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy or use of the Property.

7.1.3 No Liens or Encumbrances. Other than as is disclosed in the Title Report and Survey, to Seller's knowledge, without investigation, the Property is free and clear of and from liens or encumbrances.

7.1.4 No Leases. Other than as is disclosed in the Title Report, to Seller's knowledge, without investigation, the Property is not subject to a written or oral lease (by Seller) or any other contract or agreement pursuant to which a tenant or any other person has any rights of possession or use that would survive Closing and conflict with this Agreement including, without limitation, the Grant Deed.

7.1.5 Hazardous Substances.

7.1.5.1 To Seller's actual knowledge, except as otherwise described in Exhibit D, Seller has received no written notice, warning, notice of violation,

administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law (as defined in Exhibit D), or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances (as defined in Exhibit D) on the Property or the potential violation of any Environmental Law.

7.1.5.2 To Seller's actual knowledge, except as otherwise described in Exhibit C, there is no monitoring program required by the Environmental Protection Agency, the Department of Toxic Substances Control, or any similar state agency concerning the Property.

7.1.5.3 To Seller's actual knowledge, except as otherwise described in Exhibit C, no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, in violation of any Environmental Law, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means, during any time that the Property was owned by the Seller.

7.1.5.4 To Seller's actual knowledge, Seller has produced a list of all information, records, reports and studies maintained by Seller or under Seller's control in connection with the Property during the time the Property was owned by Seller, concerning Hazardous Substances and all existing orders and directives from or agreements with any governmental agency pertaining to the environmental condition of the Property and any requests for information, documents, access or investigation pertaining thereto and such list is contained in Exhibit C attached hereto. To the extent that certain documents contain confidential information, Buyer shall sign a confidentiality agreement as a condition to Buyer's review of such confidential documents.

7.1.5.5 To Seller's actual knowledge, Seller has received no written request, directive, administrative order or judicial order to impose any type of land use restriction or institutional control relating to Hazardous Substances on the Property.

7.1.5.6 The Parties acknowledge that Buyer is conducting a Phase 1 environmental site assessment ("Phase I") of the Property, and agree that the disclosures, representations and warranties in this subsection 7.1.5 are deemed to include the information contained within the Phase I report.

7.1.6 Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to Seller's knowledge, threatened (i) against Seller affecting the Property, or (ii) involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Closing, in either case, whether at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to, or in default under, any notice, order, writ, injunction, decree or demand of any court or any governmental department.

7.1.7 No Breach. The execution and delivery of this Agreement and the consummation of the transaction(s) contemplated by this Agreement will not violate or result in any breach of or constitute a default under or conflict with, or cause any acceleration of any

obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property is bound.

7.1.8 No Condemnation or Other Proceedings. Exclusive of any action proposed or contemplated by Buyer, Seller is not aware of any contemplated condemnation of the Property or any portion thereof by any public agency, authority or entity. Buyer has negotiated in good faith to acquire the Property and to pay just compensation for its acquisition. Seller understands that, if the transaction(s), including, without limitation, the acquisition(s), set forth in and/or contemplated by this Agreement had not been (or are not) successful, then staff for Buyer may have recommended (or may recommend) initiation of eminent domain proceedings to acquire the Property.

7.1.9 Document Disclosure. Prior to the Closing, Seller will have delivered to Buyer the following documents and other items relating to the Property: (a) all plats, maps, improvement plans, engineering plans, reports and data, surveys, third party reports and studies, designs, drawings and specifications; (b) all architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements; (c) all deposits, credits, fee credits (including without limitation water meter credits), pre-paid fees, refunds of impact or permit fees, reimbursements, rights to reimbursements and benefits of any cost sharing agreements, and school fee mitigation agreements, community facilities district and other assessment district rights, proceeds, deposits, advances, reimbursements, formation documents and benefits, and construction and design defect claim; and (d) all guarantees, warranties, and utility contracts.

7.2 Survival of Representations and Warranties. Seller acknowledges and agrees that the covenants, agreements, representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Effective Date as well as the Closing, and Seller's liability for any breach, default or failure of the same, including, without limitation, any misrepresentation, shall survive not only the recordation of the Grant Deed, but also the Closing, for a period of one (1) year. Seller shall protect, indemnify, defend, and hold Buyer free and harmless of, from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which Buyer may incur, suffer or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. OTHER.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., FedEx or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any

notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: City of Fairfield
Attention: Karl A. Dumas
1000 Webster Street
Fairfield, California 94533
Telephone: (707) 428-7454
Facsimile: (707) 428-7621
Email: kdumas@fairfield.ca.gov

with a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Michael Estrada
Telephone: (213) 626-8484
Facsimile: (213) 626-0078
Email: mestrada@rwglaw.com

To Seller(s): Solano Garbage Company, a California Corporation
2901 Industrial Court
Fairfield, California 94533
Attention: Travis Armstrong, Division Manager
Telephone: (707) 437-8935
Email: tarmstrong2@republicservices.com

with a copy to: Republic Services
18500 North Allied Way
Phoenix, Arizona 85054
Attention: General Counsel

and: Spotts Fain PC
411 East Franklin Street, 6th Floor
Richmond, Virginia 23238
Attention: David A. Reed

8.2 Brokers. The Parties each represent and warrant to the other that there are no real estate brokers, salesman or finders involved in this transaction. If a claim for brokerage fees or commissions in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of one of the Parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend and hold harmless the other Party hereunder ("Indemnatee"), and Indemnatee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees, and expenses whatsoever, including reasonable

attorneys' fees and court costs through all trial and all appellate levels, with respect to the claim for brokerage.

8.3 Damage or Destruction. Should the Property be materially damaged or destroyed by fire, earthquake or other event without the fault of either Party, this Agreement may be rescinded and terminated by Buyer upon written notice to Seller within thirty (30) days after the date of such casualty.

9. INCORPORATION OF RECITALS; WHOLE AGREEMENT.

9.1 Recitals. The preamble at the beginning of this Agreement as well as the Recitals set forth in paragraphs A and B immediately after the preamble are hereby incorporated into this Agreement as if set forth in full in this Section 9.1.

9.2 Whole Agreement. Consistent with Section 10.16 below, the Parties hereto acknowledge and agree that they have set forth the whole of their agreement in this instrument. Consistent with Sections 5.1, 5.2 and 5.3 above, the performance of this Agreement by Buyer constitutes the entire consideration for the Property, including, without limitation, the Grant Deed, and shall release and relieve Buyer of and from any and all other and further claims, demands, obligations, liabilities and duties on this account.

10. MISCELLANEOUS.

10.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the Closing as well as the recordation of the Grant Deed.

10.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use commercially reasonable efforts to accomplish the Closing in accordance with the provisions of this Agreement.

10.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

10.4 Counterparts; Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the Parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10.5 Captions. Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

10.6 No Obligations to Third Parties. Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

10.7 Exhibits. The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

10.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.

10.9 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Solano.

10.10 Buyer's Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the Grant Deed, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of Seller.

10.11 Successors and Assigns. This Agreement as well as the Grant Deed shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10.12 Ratification. This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

10.13 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10.14 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

10.15 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to negotiation and preparation of this Agreement and processing of the Escrow. However, in the event of the bringing of any action or proceeding to enforce, interpret or construe any of the provisions of this Agreement, including, without limitation, seeking damages as a result of breach of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorneys' fees.

10.16 Entire Agreement; Amendment. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and (together with the Grant Deed) contains the entire agreement between Buyer and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

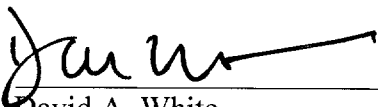
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.


BUYER:

SELLER:

CITY OF FAIRFIELD

**SOLANO GARBAGE COMPANY, A
CALIFORNIA CORPORATION**

By: 
David A. White
City Manager *can*

By: 
Its: Area President - West Area
Date: 4/14/16

Date: April 26, 2016

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON

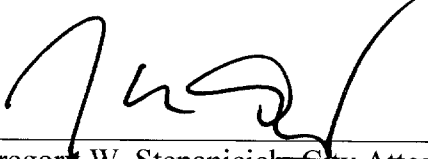
By: 
~~Gregory W. Stepanicich, City Attorney~~
Trisha Ortiz, Asst. City Attorney

EXHIBIT LIST

- Exhibit A: Legal Description of Property
- Exhibit B: Form of Grant Deed
- Exhibit C: Description of Environmental Matters
- Exhibit D: Certain Definitions

**EXHIBIT A TO
PURCHASE AND SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

LEGAL DESCRIPTION OF THE PROPERTY

[The legal description of the Property which follows is subject to verification by the Parties in connection with the Title Report and Survey. The legal description of the Property set forth in the Title Report and Survey, if different than the legal description set forth below, once approved by Seller and Buyer, shall replace and supersede the legal description set forth below.]

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD AS TO PARCELS ONE, FOUR AND SIX, AND THE CITY OF SUISUN AS TO PARCELS TWO, THREE, FIVE, SEVEN, EIGHT, NINE, TEN AND ELEVEN, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

FRACTIONAL LOT 3 IN BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO- 55835.

A.P.N. 0030-314-020

PARCEL TWO:

FRACTIONAL LOT 3 IN BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 29, 1959 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF THE WESTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK, AND THE NORTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER

TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-110

PARCEL THREE:

ALL THAT PORTION OF LOT 10 IN BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE WESTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK, AND THE SOUTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-130

PARCEL FOUR:

FRACTIONAL LOTS ONE AND TWO IN BLOCK SEVENTY-ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF OHIO STREET WITH THE EAST LINE OF JEFFERSON STREET AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF OHIO STREET 100 FEET TO THE WEST LINE OF LOT THREE IN SAID BLOCK 71; THENCE SOUTH 50 FEET, MORE OR LESS, TO THE CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CITY LIMITS TO THE EAST LINE OF JEFFERSON STREET AND THENCE NORTH ALONG JEFFERSON STREET 100 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF FAIRFIELD, WHICH MAP IS ON FILE IN THE RECORDER'S OFFICE OF SOLANO COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0030-314-010

PARCEL FIVE:

FRACTIONAL LOTS ONE AND TWO IN BLOCK FORTY-FOUR, AS SHOWN UPON THAT CERTAIN MAP OF SUISUN CITY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, AUGUST 29, 1859, IN BOOK 1 OF MAPS, AT PAGE 105, TOGETHER WITH THAT PORTION OF THE NORTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984 BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTED THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0032-032-100

PARCEL SIX:

FRACTIONAL LOT 4 BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

A.P.N. 0030-314-030

PARCEL SEVEN:

LOT 4 BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 23, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO. 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. 0032-032-140

PARCEL EIGHT:

ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF JEFFERSON STREET DISTANT ALONG SAID LINE NORTH 0° 19'21" EAST, 42.04 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ILLINOIS STREET WITH SAID WESTERLY LINE, SAID STREETS ARE SHOWN ON THE MAP ENTITLED: "PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION", FILED FOR RECORD AUGUST 28, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, THENCE (1) NORTH 69° 57'38" EAST, 162.30 FEET; THENCE (2) SOUTH 20° 02'22" EAST, 80.00 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE (3) NORTH 69° 57'38" EAST, 53.33 FEET TO THE EASTERLY LINE OF LOT 10 AS SHOWN ON SAID MAP, TOGETHER WITH THAT PORTION OF THE SOUTHERLY ONE-HALF OF THE ALLEY WHICH RUNS EAST AND WEST THROUGH SAID BLOCK VACATED BY CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-120

PARCEL NINE:

ALL THAT CERTAIN PARCEL OF LAND AS CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING SOUTHERLY OF THAT PARCEL DESCRIBED IN DIRECTOR'S DEED RECORDED MARCH 23, 1981 AS INSTRUMENT NO. 11618, PAGE 20009, SOLANO COUNTY RECORDS AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERLY TERMINUS OF COURSE (3) AS DESCRIBED IN SAID DIRECTOR'S DEED, THENCE ALONG THE WESTERLY PROLONGATION OF SAID COURSE SOUTH 69° 57'38" WEST, 40.49 FEET; THENCE NORTH 43° 01'28" WEST, 86.90 FEET TO A POINT ON COURSE (1) AS DESCRIBED IN SAID DIRECTOR'S DEED,

SAID POINT BEARING NORTH 69° 57'38" EAST, 87.88 FEET ALONG SAID COURSE (1) FROM THE WESTERLY TERMINUS THEREOF.

A.P.N. A PORTION OF 0032-032-120

PARCEL TEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PORTION OF LOTS 5 AND 6, IN BLOCK 44, AS SAID LOTS AND BLOCK ARE SHOWN ON MAP ENTITLED, "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION," FILED ON AUGUST 29, 1859, IN BOOK 1 OF MAPS, PAGE 105, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-150

PARCEL ELEVEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PORTION OF LOTS 7 AND 8, IN BLOCK 44, AS SAID LOTS AND BLOCK ARE SHOWN ON MAP ENTITLED, "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION," FILED ON AUGUST 29, 1859, IN BOOK 1 OF MAPS, PAGE 105, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-150

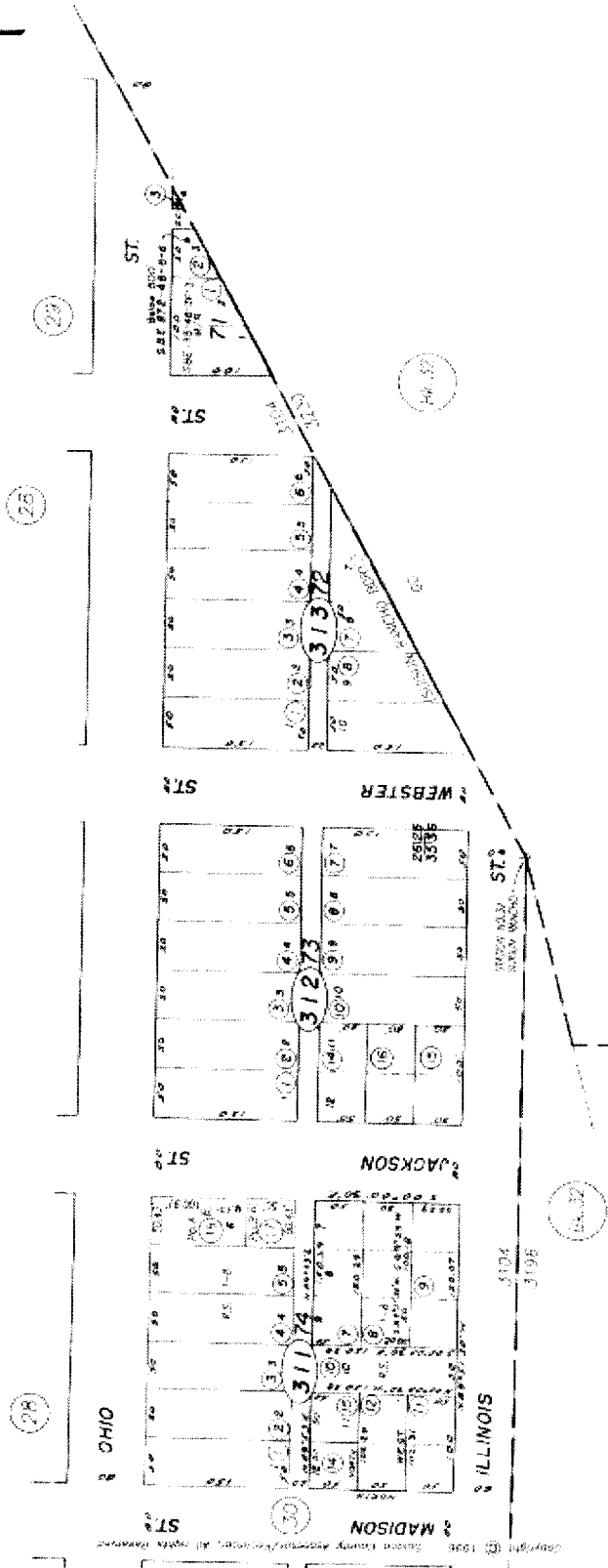
FOR LOT 37, SUNSHINE RANCH
FOR SEC'S 25, 26, 35 & 36, 15N, 8E, 20W, M.D.B. & M. EXT.

FOR LOT 37, SUNSHINE RANCH
FOR SEC'S 25, 26, 35 & 36, 15N, 8E, 20W, M.D.B. & M. EXT.

30-31

3104

3104



NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with local zoning laws.

Map Date	12-20-20
Map Date	12-20-20
Map Date	12-20-20
Map Date	12-20-20
Map Date	12-20-20

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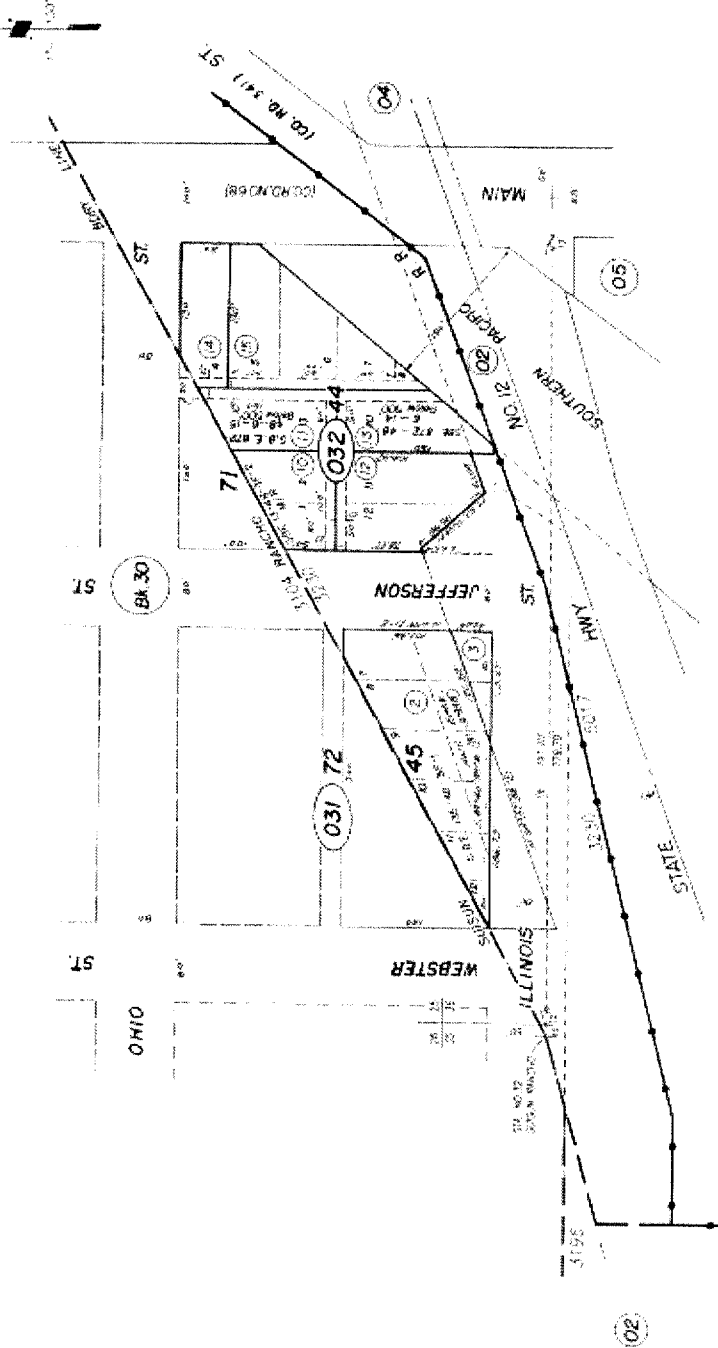
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Exhibit A-7

32-03

Tax Area Code
5220

FOR S.W. 1/4 SEC. 25, T.5N, R.2W, M.D.B.B.M.
FOR N.W. 1/4 SEC. 36, T.5N, R.2W, M.D.B.B.M.



NOT: This map is for Assessment purposes only. It is not intended to define legal boundary lines or imply compliance with land division laws.

ASSESSOR	DATE	BY
DAVID L. BROWN	7-25-08	DAVID L. BROWN
DAVID L. BROWN	7-25-08	DAVID L. BROWN
DAVID L. BROWN	7-25-08	DAVID L. BROWN
DAVID L. BROWN	7-25-08	DAVID L. BROWN

Salmon City, R.M. Bk. 01 Pg. 105
Assessor's Blue Number Sheet in Mapbook Assessor's Blue Number Sheet in Cities

CITY OF FAIRFIELD
Assessor's Map Bk. 12 Pg. 03
County of Solano, Calif.

29-09

**EXHIBIT B TO
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

Form of Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
AND MAIL TAX STATEMENTS TO:

The City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attention: _____

Space Above For Recorder's Use

Assessor's Parcel No: 0030-314-020;
0032-032-110; 032-032-130; 0030-314-010;
0032-032-140; 0030-314-030; 0032-032-140;
A Portion of 0032-032-120;
A Portion of 0032-032-150

Exempt from recording changes pursuant to Government Code Section 27383; exempt from documentary transfer tax pursuant to
Revenue & Taxation Code Section 11922.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SOLANO GARBAGE COMPANY, a California corporation ("Grantor"), hereby grants to the CITY OF FAIRFIELD, a California municipal corporation ("Grantee"), that certain real property (the "Land") located in the Cities of Fairfield and Suisun City, County of Solano, State of California, more particularly described in Exhibit A attached hereto together with all right, title and interest of Grantor in and to all buildings and improvements now located or hereafter constructed on the Land, subject to all matters of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____,
201_.

SOLANO GARBAGE COMPANY, a
California corporation

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE
(Govt. Code § 27281)

This is to certify that the interests in real property identified as Assessor's Parcel Numbers 0030-314-020; 0032-032-110; 032-032-130; 0030-314-010; 0032-032-140; 0030-314-030; 0032-032-140; a portion of 0032-032-120; and a portion of 0032-032-150, located partly in the City of Fairfield and partly in Suisun City, California, conveyed to the City of Fairfield, a California municipal corporation ("Grantee"), by Solano Garbage Company, a California corporation ("Grantor"), pursuant to that certain Grant Deed dated as of _____, 201_, is hereby accepted by resolution of the City Council of the Grantee adopted on April __, 2016, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____, 201_

CITY OF FAIRFIELD,
a California municipal corporation

By: _____
David A. White, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A to grant deed

LEGAL DESCRIPTION

[The legal description of the Property which follows is subject to verification by the Parties in connection with the Title Report and Survey. The legal description of the Property set forth in the Title Report and Survey, if different than the legal description set forth below, once approved by Seller and Buyer, shall replace and supersede the legal description set forth below.]

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD AS TO PARCELS ONE, FOUR AND SIX, AND THE CITY OF SUISUN AS TO PARCELS TWO, THREE, FIVE, SEVEN, EIGHT, NINE, TEN AND ELEVEN, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

FRACTIONAL LOT 3 IN BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO- 55835.

A.P.N. 0030-314-020

PARCEL TWO:

FRACTIONAL LOT 3 IN BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 29, 1959 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF THE WESTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK, AND THE NORTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID

SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-110

PARCEL THREE:

ALL THAT PORTION OF LOT 10 IN BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE WESTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK, AND THE SOUTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-130

PARCEL FOUR:

FRACTIONAL LOTS ONE AND TWO IN BLOCK SEVENTY-ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF OHIO STREET WITH THE EAST LINE OF JEFFERSON STREET AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF OHIO STREET 100 FEET TO THE WEST LINE OF LOT THREE IN SAID BLOCK 71; THENCE SOUTH 50 FEET, MORE OR LESS, TO THE CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CITY LIMITS TO THE EAST LINE OF JEFFERSON STREET AND THENCE NORTH ALONG JEFFERSON STREET 100 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF FAIRFIELD, WHICH MAP IS ON FILE IN THE RECORDER'S OFFICE OF SOLANO COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE

SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0030-314-010

PARCEL FIVE:

FRACTIONAL LOTS ONE AND TWO IN BLOCK FORTY-FOUR, AS SHOWN UPON THAT CERTAIN MAP OF SUISUN CITY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, AUGUST 29, 1859, IN BOOK 1 OF MAPS, AT PAGE 105, TOGETHER WITH THAT PORTION OF THE NORTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984 BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTED THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0032-032-100

PARCEL SIX:

FRACTIONAL LOT 4 BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

A.P.N. 0030-314-030

PARCEL SEVEN:

LOT 4 BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 23, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO. 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. 0032-032-140

PARCEL EIGHT:

ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF JEFFERSON STREET DISTANT ALONG SAID LINE NORTH 0° 19'21" EAST, 42.04 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ILLINOIS STREET WITH SAID WESTERLY LINE, SAID STREETS ARE SHOWN ON THE MAP ENTITLED: "PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION", FILED FOR RECORD AUGUST 28, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, THENCE (1) NORTH 69° 57'38" EAST, 162.30 FEET; THENCE (2) SOUTH 20° 02'22" EAST, 80.00 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE (3) NORTH 69° 57'38" EAST, 53.33 FEET TO THE EASTERLY LINE OF LOT 10 AS SHOWN ON SAID MAP, TOGETHER WITH THAT PORTION OF THE SOUTHERLY ONE-HALF OF THE ALLEY WHICH RUNS EAST AND WEST THROUGH SAID BLOCK VACATED BY CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-120

PARCEL NINE:

ALL THAT CERTAIN PARCEL OF LAND AS CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING SOUTHERLY OF THAT PARCEL DESCRIBED IN DIRECTOR'S DEED RECORDED MARCH 23, 1981 AS INSTRUMENT NO. 11618, PAGE 20009, SOLANO COUNTY RECORDS AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERLY TERMINUS OF COURSE (3) AS DESCRIBED IN SAID DIRECTOR'S DEED, THENCE ALONG THE WESTERLY PROLONGATION OF SAID COURSE SOUTH 69° 57'38" WEST, 40.49 FEET; THENCE NORTH 43° 01'28" WEST, 86.90 FEET TO A POINT ON COURSE (1) AS DESCRIBED IN SAID DIRECTOR'S DEED, SAID POINT BEARING NORTH 69° 57'38" EAST, 87.88 FEET ALONG SAID COURSE (1) FROM THE WESTERLY TERMINUS THEREOF.

A.P.N. A PORTION OF 0032-032-120

PARCEL TEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PORTION OF LOTS 5 AND 6, IN BLOCK 44, AS SAID LOTS AND BLOCK ARE SHOWN ON MAP ENTITLED, "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION," FILED ON AUGUST 29, 1859, IN BOOK 1 OF MAPS, PAGE 105, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-150

PARCEL ELEVEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

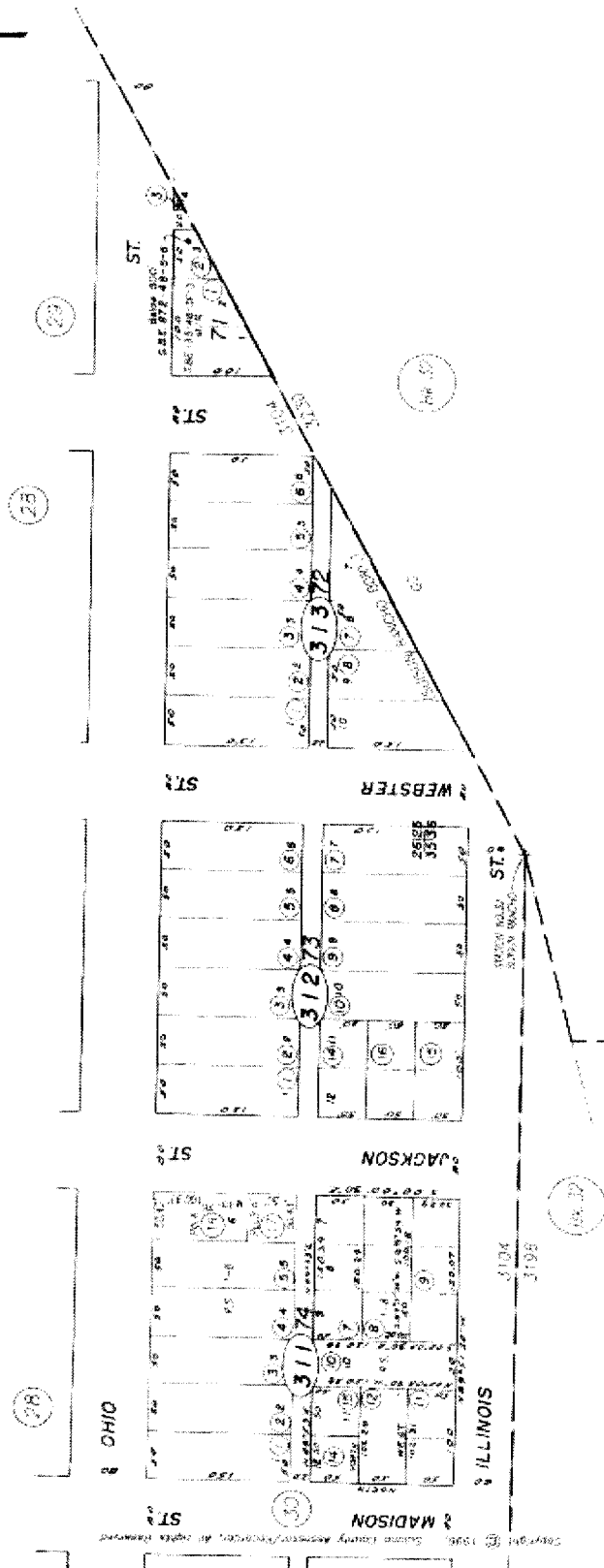
ALL THAT CERTAIN PORTION OF LOTS 7 AND 8, IN BLOCK 44, AS SAID LOTS AND BLOCK ARE SHOWN ON MAP ENTITLED, "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION," FILED ON AUGUST 29, 1859, IN BOOK 1 OF MAPS, PAGE 105, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-150

Exhibit B-10

30-31
Tax Area Code
3104

FOR LOT 37, SUNSHINE RANCH
FOR SEC'S 25, 26, 35 & 36, 15N., R.2W., M.D.B. & M. EXT.



NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

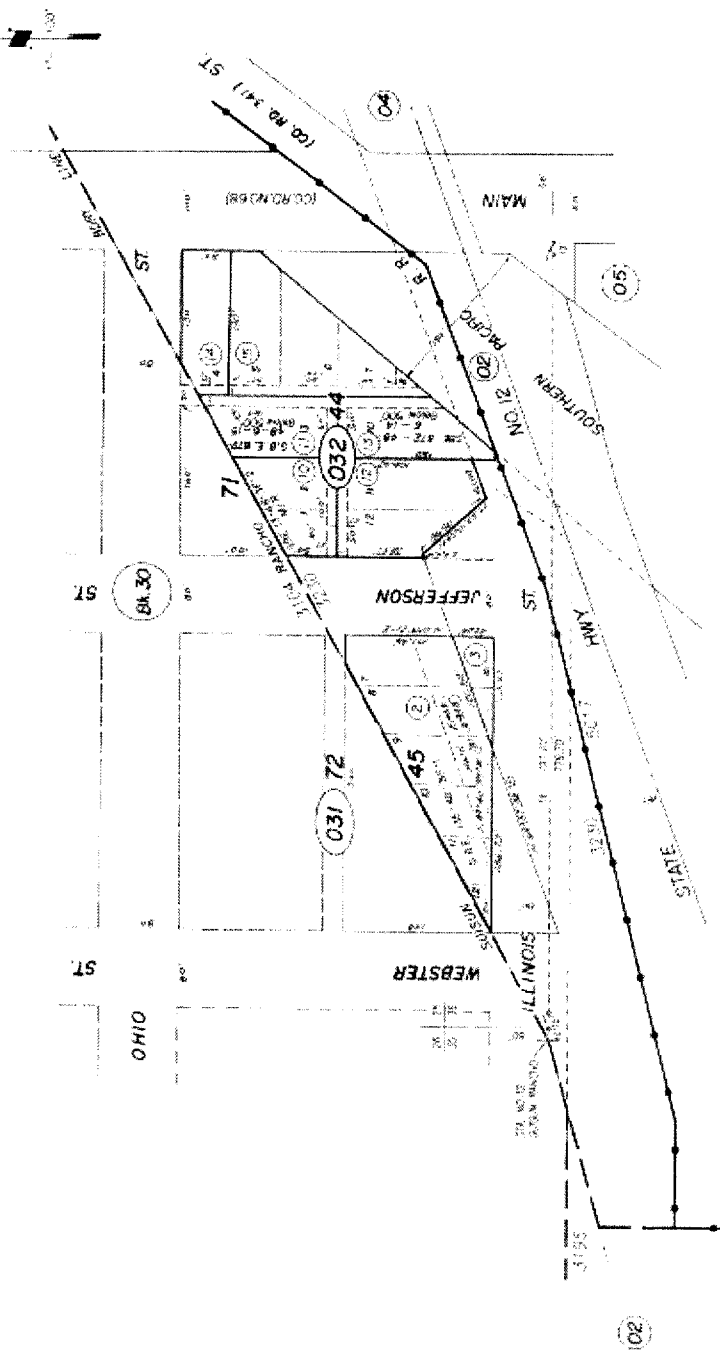
Map No.	100-100
Map Date	10/10/98
Map Scale	1" = 100'
Map Author	10/10/98
Map Reviewer	10/10/98

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CITY OF FAIRFIELD
Assessor's Map No. 30, Pg. 31
County of Contra Costa, Calif.

POR. S.W. $\frac{1}{4}$ SEC. 25, T.5N, R.2W., M.D.B.&M.
POR. N.W. $\frac{1}{4}$ SEC. 36, T.5N, R.2W., M.D.B.&M.

Tox Area Code 32-03



NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

[illegible]

CITY OF FARMING
Assessor's Map Bk. 52 Pg. 03
County of Solano, Calif.

EXHIBIT C
DESCRIPTION OF ENVIRONMENTAL MATTERS
(To be provided by Seller)

EXHIBIT D

CERTAIN DEFINITIONS

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USC §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USC §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USC §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USC §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USC §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USC §§ 6901 et seq.]; the Clean Air Act [42 USC §§ 7401 et seq.]; the Safe Drinking Water Act [42 USC §§ 300f et seq.]; the Solid Waste Disposal Act [42 USC §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USC §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

- (d) Any material, waste, or substance that is
 - (i) a petroleum or refined petroleum product,
 - (ii) asbestos,
 - (iii) polychlorinated biphenyl,
 - (iv) designated as a hazardous substance pursuant to 33 USC § 1321 or listed pursuant to 33 USC § 1317,
 - (v) a flammable explosive, or
 - (vi) a radioactive material.

**AMENDMENT TO AGREEMENT FOR SOLID WASTE, RECYCLABLES,
AND GREEN WASTE/FOOD WASTE COLLECTION, PROCESSING AND
DISPOSAL SERVICES**

This Amendment ("Amendment") to that certain Agreement For Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services is entered into by and between Republic Services, Inc., a Delaware corporation, through its wholly owned subsidiary, Solano Garbage Company, a California corporation ("Collector") and the City of Fairfield, a municipal corporation ("City"), as of this 26 of April, 2016. Collectively, City and Collector are referred to herein as the "Parties".

RECITALS

A. City and Collector entered into that certain Agreement For Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services ("Agreement") on or about September 6, 2011 (the "Agreement");

B. Collector owns and operates a storage/transfer facility (the "Existing Facility") located at the terminus of Union Avenue in downtown Fairfield, on property legally described in Exhibit A (the "SGC Downtown Property"), which property is approximately 1.42 acres in area;

C. City desires to facilitate the relocation by Collector of its Existing Facility to an area outside of City's Heart of Fairfield Specific Plan Area, and to acquire fee title to the SGC Downtown Property;

D. Pursuant to Section 10.4 of the Agreement, City caused a performance review of Collector's services to be conducted, which analyzed Collector's performance under the Agreement and identified certain areas of non-compliance, which City has requested that Collector correct;

E. Collector has requested an increase in the length of the period of the optional extension of the term of the Agreement, as well as a modification of the rate adjustment process for the extended term (if any); and

F. The Parties desire to amend the Agreement to address the relocation of the storage/transfer facility, transfer of title to the SGC Downtown Property, extend the term, and make other changes.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

SECTION 1. The above recitals are incorporated herein by this reference. All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the Agreement, unless otherwise indicated.

SECTION 2. Within one hundred and eighty (180) days of the date of this Amendment, Collector shall correct or cause to be corrected all areas of non-compliance noted in the Final Report For: 2015 Performance Review of Republic Services dated July 15, 2015 and prepared by R3 Consulting Group, Inc. ("Performance Review").

SECTION 3. Section 1.1.84 is hereby added to the Agreement, as follows:

"1.1.84 "Alternative Fuel vehicles" means vehicles powered by liquid natural gas or compressed natural gas."

The term "LNG vehicles is hereby replaced with "Alternative Fuel Vehicles", wherever it appears.

SECTION 4. Section 2.4.2 of the Agreement is hereby revised as follows:

"2.4.2. Collector Option to Extend. By May 1, 2016, provided the City determines that neither of the following events (a) or (b) have occurred, the City shall be obligated to offer the Collector in writing a five (5) year extension (the "Initial Extension Period") of the Term of this Agreement. If, by May 1, 2016, the City determines that none of the following events (a), (b), (c), (d), or (e) have occurred, the City shall be obligated to offer the Collector in writing an additional three (3) year extension (the "Additional Extension Period"; together with the Initial Extension Period, the "Extended Term") of the Term of this Agreement:

(a) Collector has failed to resolve, after written notice to Collector and an opportunity to cure, an alleged failure to meet and maintain the performance standards set forth in Exhibit "B" of this Agreement.

(b) Collector has failed to pay Liquidated Damages assessed pursuant to Section 11.4.

(c) Collector has failed to correct all deficiencies noted in the Performance Review.

(d) Collector and City have not entered into the purchase and sale agreement contemplated in Section 5 of the First Amendment to this Agreement, unless the May 1, 2016 date is extended by mutual agreement of both Parties.

(e) Collector shall have failed to complete the promotion criteria designated in Section 11. A. of the First Amendment to this Agreement.

The Collector shall provide written notice to the City as to whether Collector accepts or rejects the City's offer to extend this Agreement on the same terms and conditions, within twenty (20) working days of the date of the offer. If Collector fails to deliver a written acceptance of the City's offer to the City within twenty (20) working days, the City's offer shall be deemed withdrawn and the City shall have no obligation to extend the Term of this Agreement beyond November 30, 2017. If the Term of this Agreement is extended, the compensation provisions of Article 7 shall not be subject to

negotiation. However, the compensation payable to Collector shall be adjusted annually throughout the Extended Term as provided in Article 6.”

SECTION 5. City and Collector agree that the Additional Extension Period provided to Collector pursuant to Section 2.4.2 of the Agreement is based on the City and Collector closing escrow on the sale and purchase of the SGC Downtown Property. To that end, the parties shall enter into the purchase and sale agreement (“PSA”) substantially in the form attached hereto as Exhibit B and incorporated herein by this reference. Title to the SGC Downtown Property shall be transferred in consideration of this Amendment, the extension granted pursuant to Section 2.4.2, and the sum of Ten Dollars (\$10.00).

Should the close of escrow and the transfer of fee title to the SGC Downtown Property to City not occur by March 31, 2017, for any reason other than a failure or refusal by the City to enter into a purchase and sale agreement substantially in the form attached hereto as Exhibit B, or a default by City thereunder, the Additional Extension Period shall automatically terminate. In that event, if Collector is otherwise eligible for the Initial Extension Period authorized by Section 2.4.2, the Term of the Agreement shall expire on November 30, 2022.

SECTION 6. Collection from Residential Premises.

A. Section 3.3.3 is hereby amended to read the following: “At the first regularly scheduled Collection after Christmas Day, Subscribers may dispose of two (2) additional bags tied and contained placed next to the solid waste cart. Collector shall not charge any additional fees for this additional Solid Waste Collection.”

SECTION 7. Work Plans.

Collector shall submit updated versions of the work plans specified in Section 4.2.1 of the Agreement for review and approval by the City Manager, within 180 days of the date of this Amendment, and again three (3) and six (6) years after the date of this Amendment. In the event that Collector fails to submit the required updated work plans to the City Manager by those dates, or fails to submit revised work plans in response to comments from the City Manager within 30 days after a written request from the City Manager, Collector shall pay to City Liquidated Damages as specified in Section 11.4 of the Agreement for each day the work plans or revised are not submitted. The approved work plans will be deemed to be incorporated into the Agreement.

SECTION 8. Subsection (d) is hereby added to Section 6.2.2 of the Agreement, as follows:

“(d) If the Term is extended by the Additional Extension Period pursuant to subsection 2.4.2, then during the Rate Years 2023, 2024, and 2025 the rate increase pursuant to this Section 6.2.2 shall be not less than three and one-half percent (3.5%).”

SECTION 9. Collector agrees not to locate any facility in the Heart of Fairfield Specific Plan Area, either for storage or maintenance of vehicles and/or equipment, transfer station, processing facility, or any use other than office space.

SECTION 10. Section 7.6 is hereby amended by designating the existing text as subsection 7.6.1, and adding a new subsection 7.6.2 as follows:

“7.6.2. If the Term is extended pursuant to subsection 2.4.2 by the Additional Extension Period, then commencing Jan 1st, 2023 the annual vehicle impact fee shall be \$300,000. The vehicle impact fee will be paid in full by January 31st of years 2023, 2024, and 2025.”

SECTION 11. Household Hazardous Waste.

Commencing July 1, 2016, Collector shall offer one (1) weekday household hazardous waste collection event at Collector's facility per calendar quarter, in addition to the two (2) event days per month specified in Exhibit “C” of the Agreement, a total of seven (7) household hazardous waste collection events per quarter.

A. On or before May 1st, 2016, Collector shall conduct public education and outreach in two (2) forms of media to promote each weekday household hazardous waste collection event in 2016. Public education and outreach collateral materials shall consist of, by mail billing insert and newspaper advertisement or telephonic call Blast.

B. Each year thereafter the Collector shall promote Household Hazardous Waste education and scheduled collection dates two (2) times per calendar year.

SECTION 12. Green Waste/Food Waste.

A. By letter dated December 3, 2014, City approved the continued use of Green Waste as Alternative Daily Cover through June 2016. Pursuant to Section 3.17.3 of the Agreement, City authorizes Collector to continue to deliver Green Waste/Food Waste collected in the City to the Designated Green Waste/Food Waste Facility for use as Alternative Daily Cover until December 31, 2019, to the extent that City receives credit in calculating the Diversion Rate for having diverted the Green Waste/Food Waste from disposal in a landfill. Before March 1, 2019, Collector shall submit a Residential Organic Waste Plan acceptable to the City for composting, or other mutually agreed upon diversion method, of 100% of organic waste (Green Waste and Food Waste) from Residential Premises in calendar year 2020 and beyond. City acceptance of the plan shall not be unreasonably withheld and SGC shall be subject to liquidated damages in the amount of \$333.00 per day beginning April 1, 2019 for failure to submit an approved Residential Organic Waste Plan. Liquidated damages shall be assessed in accordance with Section 11.4 of the Agreement.

B. Collector shall prepare for and implement Commercial Food Waste Collection in accordance with AB 1826 no later than May 1, 2016.

1. Collector shall conduct consultation, education, and perform basic waste characterizations upon customer request at no charge to the

customer. All efforts will be documented and a summary included in all annual reports occurring after 2016.

2. Collector shall additionally include in each quarterly report after June 1st, 2016 the amount by type, size and frequency by customer name that subscribe to a food waste collection service.
3. Collector shall not be responsible for providing carts or containers for collection inside commercial businesses. Collector may coordinate or sell additional receptacles to commercial customers upon customer request.

SECTION 13. Diversion Section 4.1.15 is hereby amended by designating the existing text as subsection 4.1.15, and adding a new subsection 4.1.16 as follows:

"4.1.16 Commencing November 1st, 2016 and each year thereafter, the City shall mail all commercial and industrial customers a letter requiring diversion reporting of Recyclable materials in accordance with the State's 75 Percent Recycling Initiative.

A. The City shall, in consultation with the Collector, design an informative letter requesting all diversion data for the specific calendar year including a form designed to easily assemble diversion data.

B. The Collector shall be responsible for the printing and postage cost and Collector administration costs associated with this process. The Collector shall produce the City's letter and form with a prepaid return addressed envelope remitted to P.O. Box B Fairfield, CA 94533.

The Collector shall consolidate all diversion data collected and provide a summary in the annual report contained in Section 9.4."

SECTION 14. Emergency and Disaster Response and Stand-by Priority Service.

A. City shall develop an Emergency Response and Clean-up Plan in consultation with Collector.

B. In the event of an emergency or natural disaster, and when requested by the City Manager or Public Works Director, Collector shall provide City with the equipment and labor required to collect, cleanup, and remove debris resulting from the emergency or natural disaster. Collector shall be required to perform all work within its normal scope of Solid Waste and Recyclables collection and disposal and sweeping operations. Collector shall not be required to collect, clean-up, or remove hazardous waste. Collector shall use reasonable efforts to dispatch the requested equipment and labor to City as promptly as practicable following the request by the City Manager or Public Works Director.

C. Notwithstanding Section 2.3 or any other provision of this Agreement or the Municipal Code, Collector agrees that, in the event that (i) Collector is unable to respond within the time period requested by City for collection, cleanup and removal of debris resulting from an emergency or natural disaster, or (ii) the work requested by City is outside of Collector's normal scope of Solid Waste and Recyclables collection and disposal and sweeping operations, City shall have the right to engage other persons, firms, and entities to collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the date such collection, cleanup and removal is complete. Collector shall not be required to pay any additional liquidated damages, fees, fines or other payments as a result of this Section 14.C.

D. At the time when Collector's work may continue following a natural disaster, Collector will cooperate with City to prepare and implement a disaster recovery plan. This plan shall identify Collector's plans for maximizing the amount of Recyclables diverted from the waste and debris created by the disaster and to identify and secure disposal sites and capacity for such waste.

E. City shall pay Collector for the services provided pursuant to Section 14.B. Collector's requests for payment for these services shall be accompanied by a full accounting of the labor hours, vehicle usage, disposal costs, and any other costs incurred by Collector for which Collector is seeking payment. The rates set forth in Exhibit C of this Amendment shall serve as base rates for normal disposal and recycling options. Disposal and Processing sites not listed in Exhibit E of the Agreement shall be subject to such additional fees as may be mutually agreed upon in writing. The rates set forth in Exhibit C of this First Amendment are subject to adjustment in accordance with Section 6.2.2 of the Agreement. City reserves the right to audit Collector's books and records to ascertain the accuracy of Collector's costs. Payment shall be delivered to the Collector within thirty (30) days of submittal.

SECTION 15. Paragraph (f) of Section 4.1.5 Collection Schedule of the Agreement is hereby deleted. Paragraph (b) of Section 4.1.5 is hereby amended as follows:

"(b) Collection Services shall not start before 6:00 a.m. or continue after 6:00 p.m., six days per week excluding Sunday. Collector shall not provide Collection Services on Sundays. With the prior written approval of the Public Works Director or designee, Collection Services from identified Commercial/Industrial Premises may occur as early as 4:00 am and shall not continue after 6:00 pm. Collection service hours are subject to change by the City Manager in the exercise of its reasonable discretion."

SECTION 16. Except as specifically amended by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF this Amendment to Solid Waste Franchise Agreement is entered into this ____ day of ____, 2016.

CITY OF FAIRFIELD,
a California municipal corporation

REPUBLIC SERVICES, INC.,
a Delaware corporation

By: 
David White, City Manager *CDR*

By: 
W. T. Eggleston, Jr., Vice President

APPROVED AS TO FORM:

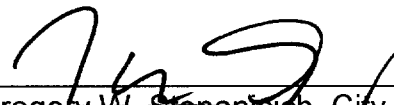

~~Gregory W. Stepanovich, City Attorney~~
Trisha Ortiz, Asst. City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The legal description of the SGC Downtown Property which follows is subject to verification by the parties as part of the PSA.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, DESCRIBED AS FOLLOWS:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD AS TO PARCELS ONE, FOUR AND SIX, AND THE CITY OF SUISUN AS TO PARCELS TWO, THREE, FIVE, SEVEN, EIGHT, NINE, TEN AND ELEVEN, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

FRACTIONAL LOT 3 IN BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO- 55835.

A.P.N. 0030-314-020

PARCEL TWO:

FRACTIONAL LOT 3 IN BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 29, T.S 59 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF THE WESTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK, AND THE NORTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID

PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-110

PARCEL THREE

ALL THAT PORTION OF LOT 10 IN BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE WESTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK, AND THE SOUTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-130

PARCEL FOUR:

FRACTIONAL LOTS ONE AND TWO IN BLOCK SEVENTY-ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF OHIO STREET WITH THE EAST LINE OF JEFFERSON STREET AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF OHIO STREET 100 FEET TO THE WEST LINE OF LOT THREE IN SAID BLOCK 71; THENCE SOUTH 50 FEET, MORE OR LESS, TO THE CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CITY LIMITS TO THE EAST LINE OF JEFFERSON STREET AND THENCE NORTH ALONG JEFFERSON STREET 100 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF FAIRFIELD, WHICH MAP IS ON FILE IN THE RECORDER'S OFFICE OF SOLANO COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0030-314-010

PARCEL FIVE:

FRACTIONAL LOTS ONE AND TWO IN BLOCK FORTY-FOUR, AS SHOWN UPON THAT CERTAIN MAP OF SUISUN CITY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, AUGUST 29, 1859, IN BOOK 1 OF MAPS, AT PAGE 105, TOGETHER WITH THAT PORTION OF THE NORTHERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING EAST AND WEST THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984 BOOK 1984, PAGE 107552, SERIES NO. 55292.

EXCEPTED THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0032-032-100

PARCEL SIX:

FRACTIONAL LOT 4 BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

A.P.N. 0030-314-030

PARCEL SEVEN:

LOT 4 BLOCK 44, AS SHOWN ON THE MAP OF PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION FILED AUGUST 23, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. 0032-032-140

PARCEL EIGHT:

ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF JEFFERSON STREET DISTANT ALONG SAID LINE NORTH $0^{\circ} 19'21''$ EAST, 42.04 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ILLINOIS STREET WITH SAID WESTERLY LINE, SAID STREETS ARE SHOWN ON THE MAP ENTITLED: "PLAN OF SUISUN CITY TOGETHER WITH JACKSON'S ADDITION", FILED FOR RECORD AUGUST 28, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, THENCE (1) NORTH $69^{\circ} 57'38''$ EAST, 162.30 FEET; THENCE (2) SOUTH $20^{\circ} 02'22''$ EAST, 80.00 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE (3) NORTH $69^{\circ} 57'38''$ EAST, 53.33 FEET TO THE EASTERLY LINE OF LOT 10 AS SHOWN ON SAID MAP, TOGETHER WITH THAT PORTION OF THE SOUTHERLY ONE-HALF OF THE ALLEY WHICH RUNS EAST AND WEST THROUGH SAID BLOCK VACATED BY CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-120

PARCEL NINE:

ALL THAT CERTAIN PARCEL OF LAND AS CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING SOUTHERLY OF THAT PARCEL DESCRIBED IN DIRECTOR'S DEED RECORDED MARCH 23, 1981 AS INSTRUMENT NO, 11618, PAGE 20009, SOLANO COUNTY RECORDS AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERLY TERMINUS OF COURSE (3) AS DESCRIBED IN SAID DIRECTOR'S DEED, THENCE ALONG THE WESTERLY PROLONGATION OF SAID COURSE SOUTH $69^{\circ} 57'38''$ WEST, 40.49 FEET; THENCE NORTH $43^{\circ} 01'28''$

WEST, 86.90 FEET TO A POINT ON COURSE (1) AS DESCRIBED IN SAID DIRECTOR'S DEED, SAID POINT BEARING NORTH 69° 57'38" EAST, 87.88 FEET ALONG SAID COURSE (1) FROM THE WESTERLY TERMINUS THEREOF.

A.P.N. A PORTION OF 0032-032-120

PARCEL TEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PORTION OF LOTS 5 AND 6, IN BLOCK 44, AS SAID LOTS AND BLOCK ARE SHOWN ON MAP ENTITLED, "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION," FILED ON AUGUST 29, 1859, IN BOOK 1 OF MAPS, PAGE 105, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-150

PARCEL ELEVEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

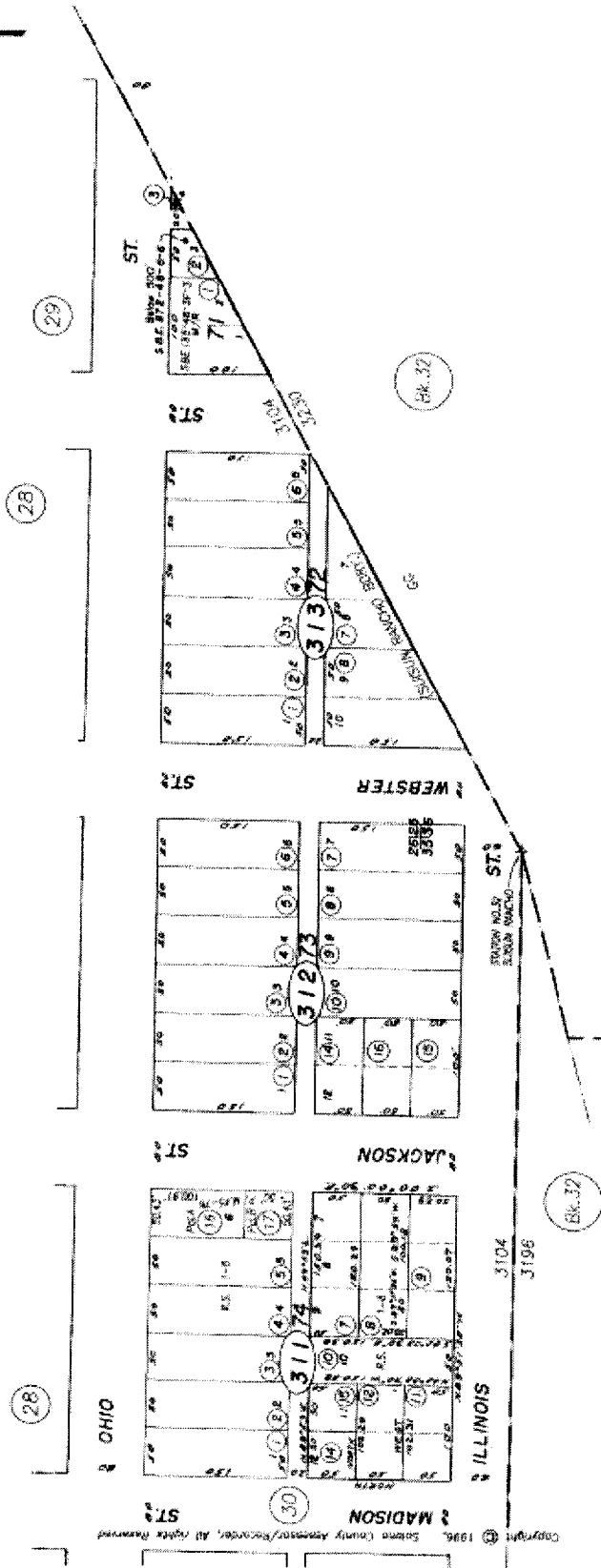
ALL THAT CERTAIN PORTION OF LOTS 7 AND 8, IN BLOCK 44, AS SAID LOTS AND BLOCK ARE SHOWN ON MAP ENTITLED, "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION," FILED ON AUGUST 29, 1859, IN BOOK 1 OF MAPS, PAGE 105, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, LYING NORTHERLY AND NORTHWESTERLY OF THE WESTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY, TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF THE ALLEY, LYING ADJACENT TO SAID LAND, RUNNING NORTH AND SOUTH THROUGH SAID BLOCK VACATED BY THE CITY OF SUISUN, RESOLUTION NO, 84-57, RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-150

30-31

Tax Area Code
3104

FOR LOT 37, SUISUN RANCHO
FOR SEC'S 25,26,35&36, T.5N., R.2W., M.D.B.&M. EXT.



CITY OF FAIRFIELD
Assessor's Map Bk. 30 Pg. 31
County of Solano, Calif.

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with local Ordinance 160.

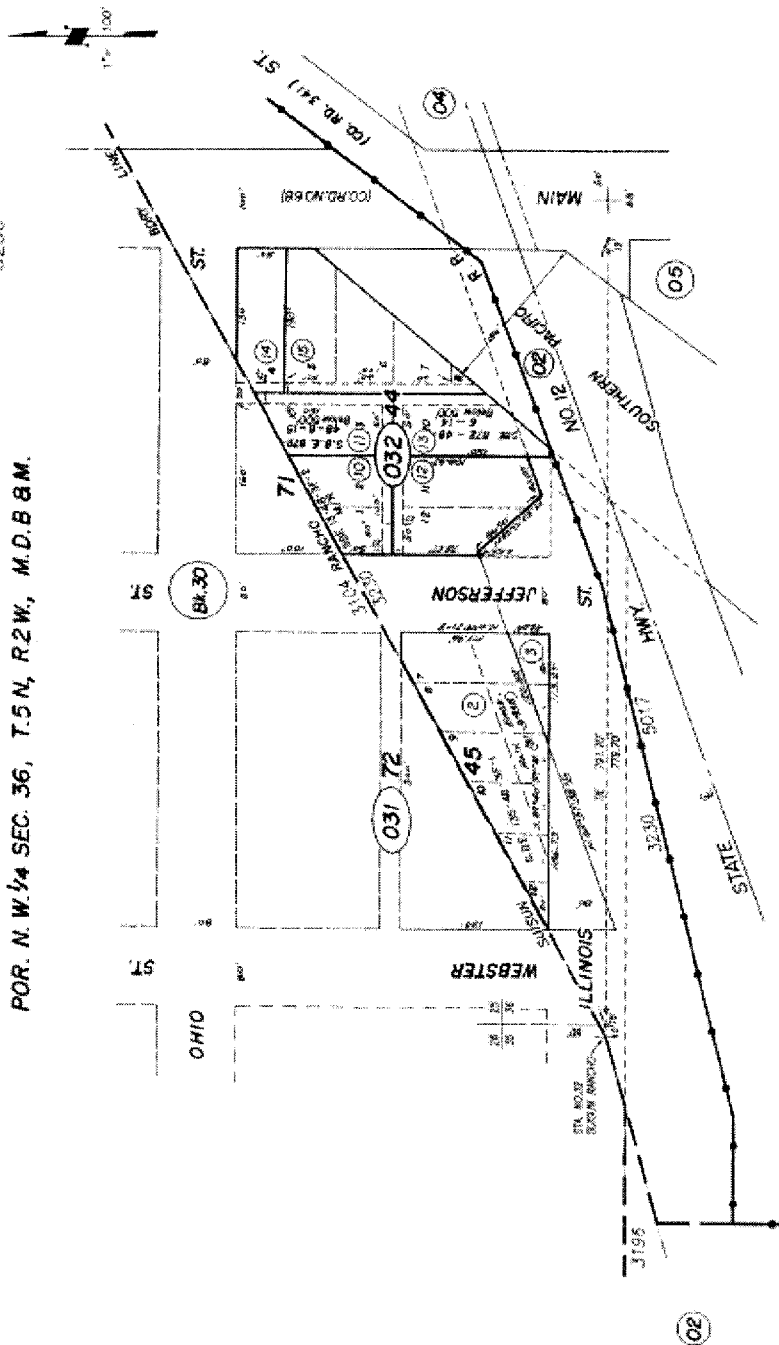
REVISION	DATE	BY
1996-2000-08	2-20-00	Q
2001-2002-08	2-20-02	Q
2003-2004-08	2-20-04	Q
2005-2006-08	2-20-06	Q
2007-2008-08	2-20-08	Q
2009-2010-08	2-20-10	Q
2011-2012-08	2-20-12	Q
2013-2014-08	2-20-14	Q
2015-2016-08	2-20-16	Q
2017-2018-08	2-20-18	Q
2019-2020-08	2-20-20	Q

Fairfield, City of
Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

R.M. Bk. 1 Pg. 46

Tax Area Code 3230

POR. S.W. $\frac{1}{4}$ SEC. 25, T.5N., R.2W., M.D.B. & M.
POR. N.W. $\frac{1}{4}$ SEC. 36, T.5N., R.2W., M.D.B. & M.



NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply consistency with land division laws.

SAE 2010-08	7-25-08	17
2002-17 Oct. Ed.	12-7-01	18
27 Aug.	7-16-92	53

Swiss City, R.M. Bk. 01 Pg. 105

CITY OF FAIRFIELD
Assessor's Map Bk. 32 Pg. 03
County of Solano, Calif.

25-00

EXHIBIT B
FORM OF PURCHASE AND SALE AGREEMENT

EXHIBIT C

Emergency or Natural Disaster Rates

Per pull Debris Box Service and special conditions:

Solid Waste	Effective Rate 01/01/16
20 yd box	\$468.44
25 yd box	\$496.82
30 yd box	\$525.21
40 yd box	\$553.66

Wood, Greenwaste and Metal	Effective Rate 01/01/16
20 yd box	\$397.44
25 yd box	\$422.71
30 yd box	\$446.33
40 yd box	\$473.13

C&D	Effective Rate 01/01/16
20 yd box	\$585.54
25 yd box	\$621.02
30 yd box	\$656.51
40 yd box	\$692.08

	Effective Rate 01/01/16
Additional charge for disposal in excess of two tons	\$63.06
Additional charge in excess of two tons - Woods	\$49.71
Additional charge for C&D disposal per ton	\$91.70

Special Rates and Conditions:

- 1) All Rear Load, Front load, and sweeping rates will be mutually agreed upon in writing before work occurs.
- 2) Collector shall be reimbursed for all costs associated with travel, meals, lodging for resources that are not from the local division.
- 3) City shall be responsible for all labor and related direct costs as a result of the Collectors Collective Bargaining Agreement stipulations including over time, double time, or weekends worked in excess of regular hours covered in the rates above.
- 4) Special Waste or other additional recycling options not specifically identified in this Amendment shall be subject to additional processing, transportation costs and fees.